

EXHIBIT 4

**LIMITED NOTICE TO PROCEED
AGREEMENT**

BETWEEN

**BRIDGELINK ENGINEERING
As CONTRACTOR**

AND

**MINING CONTROLS, LLC DBA ELGIN POWER
SOLUTIONS**

FOR THE

DILEO SOLAR SUBSTATION

March 24, 2022

CONFIDENTIAL INFORMATION

This **LIMITED NOTICE TO PROCEED AGREEMENT** (this “Agreement”) is being entered into as of March 15, 2022, by and Mining Controls, LLC dba Elgin Power Solutions, a Delaware limited liability company, having a place of business of 214 Industrial Park Rd., Beaver, WV, 25813 (“Subcontractor”), and Bridgelink Engineering, LLC, a limited liability company, having a place of business at 777 Main St., Suite 2800, Fort Worth, TX 76102 (“Contractor”) (Subcontractor and Contractor being referred to herein individually as a “Party” and collectively the “Parties”).

1. General Terms of Limited Notice to Proceed.

- (1.) Subcontractor shall initiate and pursue work efforts under this Agreement to comply with the Contractor’s Draft Contract, which is attached hereto and incorporated herein as Attachment 1. Such work shall be limited to those activities listed in Attachment No. 2 to this Agreement (the “Services”).
- (2.) The Parties are negotiating a subcontract agreement (“Final Contract”) pursuant to which Subcontractor will provide the Services and agree to continue negotiating reasonably and in good faith with each other on an expedited basis, to establish the terms and conditions of the Final Contract.
- (3.) The Parties agree that title to all equipment, plans, drawings, and specifications and like materials procured or produced as a result of the Services shall pass to the Contractor not later than the corresponding payment from Contractor to Subcontractor.

2. Price and Payment Schedule.

- (a) Contractor’s payment obligation to Subcontractor will be limited to actual costs incurred by Subcontractor.
- (b) Invoicing and payment under this Agreement shall be governed by the applicable provisions of the Draft Contract.

3. Obligation to Proceed.

- (1.) Subcontractor shall have no obligation to proceed with any activities related to the Services under this Agreement beyond May 1, 2022. The Parties agree to continue negotiating reasonably and in good faith with each other on an expedited basis, to establish the terms and conditions of the Final Contract. Nothing contained in this Agreement shall be construed as constituting a joint venture or partnership between Contractor and Subcontractor.

4. Termination.

This Agreement shall terminate upon the earliest of the following to occur:

- (1) Contractor gives Subcontractor written notice that Contractor wishes to terminate this Agreement;
- (2) Both Parties agree in writing to terminate this Agreement;
- (3) The Parties fail to execute the Final Contract by May 1, 2022;
- (5) The Parties execute the Final Contract.

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5. Performance of the Services.

Subcontractor warrants it shall perform the Services in accordance with all applicable standards set forth in the Draft Contract, as well as the provisions of this Agreement. Without limiting the generality of the foregoing, any engineering services shall be certified by a professional engineer licensed to perform such work.

6. Final Contract Wrap

Upon execution and delivery of the Final Contract, all Services performed by the Subcontractor and any payments made or owed by Contractor under this Agreement will be subject to the terms of the Final Contract, and all of both Parties' rights, obligations and remedies under this Agreement will be superseded by the rights, obligations and remedies of the Final Contract.

7. Miscellaneous Provisions

- (1.) Amendments. No change, amendment or modification of this Agreement, including to the scope of the Services, shall be valid or binding upon the Parties unless such change, amendment or modification shall be in writing and duly executed by both Parties.
- (2.) Assignments. This Agreement may not be assigned or subcontracted by either Party without the prior written consent of the other Party, which may be withheld in its sole and absolute discretion; provided that Contractor may assign this Agreement to one or more of its affiliates.
- (3.) Notices. Any notice required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and shall be hand delivered or sent by registered letter, overnight courier, or electronic mail with confirmation of receipt to the other Party at such address as set forth above or otherwise notified by such other Party.
- (4.) Governing Law. This Agreement shall be governed by the laws of the State of Texas, excluding any of its conflict of law provisions that would require the application of the laws of another jurisdiction.
- (5.) No Waiver. Any failure of any Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the pendency of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any and each such provision.
- (6.) Counterparts. This Agreement may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if signed by both Parties. Delivery of an executed counterpart of a signature page to this Agreement by email or otherwise in the form of PDF shall be effective as delivery of an original executed counterpart of this Agreement.

8. Entire Agreement.

This Agreement, including all attachments hereto, contains the entire agreement of the Parties with respect to the subject matter hereof. All prior correspondence, negotiations and agreements, oral or written, between the Parties with respect to the subject matter hereof are superseded by this Agreement.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the date first set forth above.

BRIDGELINK ENGINEERING

By: Christopher Sullivan
Title: Senior Vice President
Date: 3/24/22

**MINING CONTROLS, LLC dba ELGIN
POWER SOLUTIONS**

By: Austin Hall
Title: VP – Sales & Operations
Date: 3.24.2022

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ATTACHMENT NO. 1

This Attachment No. 1 includes the following information:

- The Draft Contract, which draft is attached to the end of this Agreement.

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ATTACHMENT NO. 2

1. Long Lead Material Procurement

In order to maintain the proposed schedule, the following long lead equipment will need to be ordered:

- Control Building
- HV & MV Breakers
- Steel Package – Steel, Switches, Busswork, Insulators, Station Service Transformer, CT's, PT's, Etc.

2. Engineering Services

In order to maintain the proposed schedule, the Subcontractor will begin the engineering work.